

**SANTA FE COUNTY
AMENDMENT NO. 6
TO AGREEMENT BETWEEN SANTA FE COUNTY AND
CONTRACTOR GERALD A. MARTIN, LTD.**

THIS AMENDMENT is made and entered into as of this 26th day of June, 2012, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”) and **Gerald A. Martin, Ltd.**, a New Mexico Corporation with a principal address located at 4901 McLeod Road NE, Albuquerque, New Mexico 87109 (hereinafter referred to as “the Contractor”).

WHEREAS, the Contractor submitted a proposal for construction management services of the design and construction related to the Santa Fe County Judicial Courthouse in response to Request for Proposals No. 27-0732-PFMD/RM;

WHEREAS, on March 27, 2007, the County and Contractor entered into Agreement No. 27-0732-PFMD/RM (“Agreement”) for construction management services of the Santa Fe County Judicial Complex;

WHEREAS, according to §13.2.1 (Basic Compensation) of the Agreement the total compensation (Pre-Construction Phase and Construction Phase) was \$1,005,025. exclusive of gross receipts tax;

WHEREAS, according to §13.4.2 (Reimbursable Expenses) of the Agreement No. 27-0732-PFMD/RM, the total for reimbursable expenses was \$62,960;

WHEREAS, Amendment No. 1 dated August 14, 2008, amended §13.2.1 (Basic Compensation) of the Agreement to increase compensation by \$110,000 for Building Commission Consultation Services to support LEED certification resulting in a total compensation for Basic Services (Pre-Construction Phase and Construction) of \$1,115,025;

WHEREAS, Amendment No. 1 also added an attachment “Exhibit 1” to the Agreement which is a description of the LEED Commissioning;

WHEREAS, Amendment No. 2 dated November 3, 2008, amended §13.2.1 (Basic Compensation) of the Agreement to clarify that the total compensation (Pre-Construction Phase and Construction Phase) of the Agreement was \$1,115,025 exclusive of gross receipts tax;

WHEREAS, Amendment No. 3 dated March 5, 2010, amended §13.4.2 (Reimbursable Expenses) of the Agreement to redistribute the expenses for reimbursables while maintaining the original total of \$62,960 for reimbursable expenses;

WHEREAS, Amendment No. 4 dated July 27, 2010, amended the term for Agreement No. 27-0732-PFMD/RM to extend the term from August 2010 to August 31, 2012;

WHEREAS, Amendment No. 4 also amended the Pre-Construction compensation of §13.4.2 (Basic Services) by increasing the compensation for Pre-Construction services by

\$46,310.22 for additional services due to time extension for remedial process, engineering consultant services regarding the barrier wall, and to provide for the inclusion of certain taxes;

WHEREAS, Amendment No. 4 also amended §13.4.2 (Reimbursable Expenses) of the Agreement by increasing the total to \$87,661.47 for reimbursable expenses;

WHEREAS, in Amendment No. 4 certain increased sums were stated as sums inclusive of tax and therefore Amendment No. 5 dated October 28, 2010 was approved to re-state the sums for Pre-Construction Services as sums exclusive of gross receipts tax;

WHEREAS, Amendment No. 5 re-stated the compensation in §13.2.1 for Pre-Construction Services as \$1,147,027.92 and Construction Phase at \$530,144.00, for a total compensation for all Basic Services of \$1,677,171.92;

WHEREAS, Amendment No. 5 also re-stated the total of \$87,661.47 for reimbursable expenses in §13.4.2 (Reimbursable Expenses) of the Agreement;

WHEREAS, §10.6 of the Agreement (Miscellaneous Provisions) allows the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties wish to amend the term of Agreement 27-0732-PFMD/RM to extend it from August 31, 2012 to January 31, 2013;

WHEREAS, the parties desire to amend §13.2.1 (Basic Compensation) of the Agreement to increase the Basic Compensation for Pre-Construction Phase services by \$30,483.28 for Additional Basic Services, \$30,479.14 for Geo-Solutions (engineering consultant regarding barrier wall), and \$102,680.00 for Additional Basic Services during Construction Phase (9/1/12 to 1/31/13) resulting in a total increase of \$163,642.42;

WHEREAS, the parties desire to amend §13.4.2 (Reimbursable Expenses) of the Agreement increasing the reimbursable expenses by \$12,681.00;

WHEREAS, with this Amendment No. 6 the total compensation for all Basic Services (Pre-Construction and Construction Phase) is \$1,840,814.34 and the total for reimbursable expenses is \$100,342.47.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Sections §13.2.1 and §13.4.1 of Agreement No. 27-0732-PFMD/RM are deleted in their entirety and replaced with the following:

§ 13.2.1 FOR BASIC SERVICES, pursuant to Amendment No. 6 of this Agreement, and as described in Article 2, and any other services included in Article 14 as part of Basic Services, Basic Compensation is a stipulated Sum in the amount of \$1,840,814.34, exclusive of gross receipts tax. The stipulated sums for each phase are as follows:

For Pre-Construction Services:

Schematic Design Phase	\$119,734.00
Design Development Phase	\$227,636.00
Construction Document Phase	\$127,511.00
Building Commission Consultation	\$110,000.00
Engineering Consultant (Geo-Solutions, \$146.00/hr. regarding barrier wall)	\$120,000.00
Additional Engineering Services (Geo-Solutions regarding barrier wall)	\$30,479.14
Additional Services due to time extension for remediation process	\$442,146.92
Additional Services due to time extension for remediation process	\$30,483.28

TOTAL Pre-Construction compensation: **\$1,207,990.34** exclusive of gross receipts tax.

For Construction Phase Services:

Construction Phase Services:	\$530,144.00
Additional Services due to time extension for construction (9/1/12 to 1/31/13)	\$102,680.00

TOTAL Construction Phase compensation shall be **\$632,824.00** exclusive of gross receipts tax.

TOTAL CONTRACT AMOUNT: \$1,840,814.34

§ 13.4.2 Compensation for Reimbursable Expenses as described in Section 12.2 shall be paid in the manner described in 12.4.1 with established “Not to Exceed” amounts described below:

Out of Town Travel not to exceed Eight Hundred Dollars (\$800.00)

Postage not to exceed Six Hundred Three Dollars and Ninety-Two Cents (\$603.92)

Printing not to exceed Four Hundred Dollars (\$400.00)

Express Delivery not to exceed Zero Dollars (\$0.00)

Computer Software not to exceed Five Thousand Dollars (\$5,000.00)

Office Supplies not to exceed Three Thousand Six Hundred Fifty-One Dollars and Forty-Seven Cents (\$3,651.47)

Cell phones not to exceed Eight Thousand Seven Hundred Ten Dollars (\$8,710.00)

Vehicle Allowance not to exceed Fifty-Four Thousand Six Hundred Fifty Dollars (\$54,650.00)

Gas and Oil not to exceed Twenty-Two Thousand Nine Hundred Dollars (\$22,900.00)

Meeting Expenses not to exceed Three Thousand Six Hundred Twenty-Seven Dollars and Eight Cents (\$3,627.08)

TOTAL REIMBURSABLES: \$100,342.47 exclusive of gross receipt tax

2. All other provisions of Agreement No. 27-0732-PFMD/RM not amended, replaced, or superseded by Amendment No's 1, 2, 3, 4, 5 or by this Amendment No. 6 remain in full force and effect.

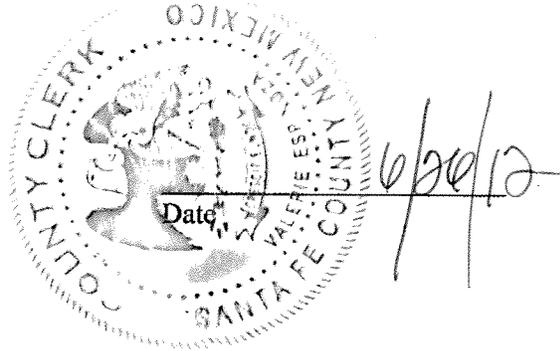
IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 as of the date first written above.

SANTA FE COUNTY:

Liz Stefanics
Liz Stefanics, Chair
Santa Fe Board of County Commissioners

ATTEST:

Valerie Espinoza
Valerie Espinoza
Santa Fe County Clerk



APPROVED AS TO FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

May 24, 2012
Date

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Teresa C. Martinez
Santa Fe County Finance Director

5/31/2012
Date

GERALD A. MARTIN, LTD.:

Victoria E. Martin
Victoria E. Martin
Chief Executive Officer

7 June 2012
Date

TOTAL REIMBURSABLES: \$100,342.47 exclusive of gross receipt tax

2. All other provisions of Agreement No. 27-0732-PFMD/RM not amended, replaced, or superseded by Amendment No's 1, 2, 3, 4, 5 or by this Amendment No. 6 remain in full force and effect.

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SANTA FE COUNTY:



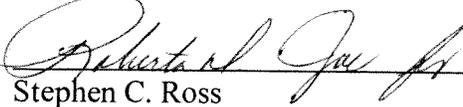
Liz Stefanics, Chair
Santa Fe Board of County Commissioners

ATTEST:

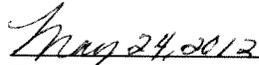
Valerie Espinoza
Santa Fe County Clerk

Date

APPROVED AS TO FORM:

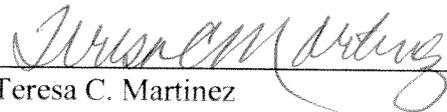


Stephen C. Ross
Santa Fe County Attorney



Date

FINANCE DEPARTMENT APPROVAL:



Teresa C. Martinez
Santa Fe County Finance Director

*KBM
6-4-12*



Date

GERALD A. MARTIN, LTD.:

Victoria E. Martin
Chief Executive Officer

Date

Basic Services Only from September 1, 2012 to January 31, 2013 (5 months)

172 hours per month x 5 months = 860 Hours Full Time

Option 1:

\$22,089.33 x 5 Months = \$110,446.65

Option 2:

Using Hourly Rate and Estimate of Hours Needed:

	<u>Rate</u>	<u>Hours</u>		
Project Manager	\$94.00	860	\$80,840.00 or	\$16,168.00 a month
Project Director	\$159.00	40	\$6,360.00 or	\$1,272.00 a month
Admin Assistant	\$36.00	430	\$15,480.00 or	<u>\$3,096.00</u> a month
		Total	<u>\$102,680.00</u> or	\$20,536.00 Monthly Billing

Gerald A. Martin, Ltd. Amendment #6 Calculations
Santa Fe Judicial Complex Project

Basic Services Only Through August 31, 2012

Construction Phase

Initial Contract	24 Months @ \$22,089.33 =	\$530,144.00	
	Amendment #5 Added to Contract	442,146.92	
		<u>972,290.92</u>	Subtotal

Remediation Phase (Based upon invoiced T&M From 7/09 - 7/10)	(318,004.87) = 13 months	
	<u>654,286.05</u>	Subtotal

Current Construction Period Through Amendment #5

February 2010 - August 2012 = 31 months

31 Months @ \$22,089.33 =	<u>684,769.33</u>
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Needed for Basic Services to complete Contract through 8/31/2012	<u>(\$30,483.28)</u>
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Gerald Martin's original contract allowed for 24 months of construction.

The remediation phase was accomplished on a Time and Material basis.

Amendment #5 was meant to reimburse Gerald Martin for the Remediation Phase.

With the change in foundations systems to the mat slab, the construction phase was lengthened from 24 months to 31 months.

The difference in \$684,769.33 - \$654,286.05 is a shortfall of (\$30,483.28).

GERALD A. MARTIN, LTD
 Reimbursables for Santa Fe Judicial Complex Project
 Prepared by Sherry Keeffe

10 months remaining as of March 31, 2012

Date	\$51,650 Vehicle Allowance	\$18,900 Gas/Oil	\$8,960 Cell Phone	\$3,800 Meeting Expenses	\$500 Out of Town Travel	\$900 Postage	\$400 Printing	\$0 Express Delivery	\$0 Computer Software	\$2,551.47 Office Supplies	Total Receipt
Amendment #5	51,650.00	18,900.00	8,960.00	3,800.00	500.00	900.00	400.00	-	-	2,551.47	87,661.47
Billed through March 2012	47,122.27	17,356.12	7,756.12	3,120.08	500.00	601.23	127.20	-	-	2,518.09	79,101.11
Balance	4,527.73	1,543.88	1,203.88	679.92	-	298.77	272.80	-	-	33.38	8,560.36
Amendment #6	3,000.00	4,000.00	(250.00)	(172.92)	300.00	(296.08)	-	-	5,000.00	1,100.00	12,681.00
New Balance	7,527.73	5,543.88	953.88	507.00	300.00	2.69	272.80	-	5,000.00	1,133.38	21,241.36
Not to Exceed	54,650.00	22,900.00	8,710.00	3,627.08	800.00	603.92	400.00	-	5,000.00	3,651.47	100,342.47
NEED	7,250.00	5,000.00	900.00	-	300.00		possible booklets			1,083.00	
Reason (see cell comments)	725*10	500*10	90*10		Motel & meter key		/copying		Existing invoice	53*12+500	

Per Amendment #6